

or administrative match, which become effective subsequent to the execution of the agreement will be applied as provided in the regulations.

2. Provide DOH/BSHCN access to the information necessary to properly provide transportation administration and information regarding Medicaid eligibility.
3. Meet and consult on a regular basis, at least annually, with DOH/BSHCN on issues related to this agreement.
4. Develop and conduct periodic utilization reviews in cooperation with DOH/BSHCN to ensure payments made to DOH/BSHCN do not duplicate other Medicaid NEMT payments.
5. Refer recipients who meet the following criteria to the DMS NEMT broker: have not reached their 21 birthday; are injured before age 22; or are on the DOH waiting list for transportation by DOH, but for which DOH funds are not available. Referral for NEMT services should be to the appropriate NEMT broker depending on the county of residence.
6. Maintain the confidentiality of client records and eligibility information received from DOH and use that information only in the administration, technical assistance and coordination of activities authorized under this agreement.

DOH/BSHCN agrees to:

1. Identify Medicaid eligible head injury recipients age 21 or over who have been approved by DOH for Comprehensive Day Rehab service and determine those who do not have access to free non-emergency medical transportation for scheduled medically necessary, Medicaid covered services.

To be eligible for Medicaid coverage of NEMT services, individuals must be eligible for Medicaid or MC+ under a federally matched eligibility category. Individuals eligible under State Only Eligibility Categories: (ME Codes 02, 08, 09, 51, 52, 57, 59 and 64), are not eligible for the Medicaid NEMT program nor QMB (ME Code 55), nor Medicaid Expansion recipients (ME Codes 71-77 and 80).

2. Arrange/Schedule the most cost-effective, non-emergency medical transportation service appropriate for the needs of the recipient.

A. DOH Program Staff will identify those individuals who have reached their 21

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birthday and are receiving transportation services through the Comprehensive Day Rehab program funded by Medicaid.

B. Notify DSM (via disk) of all recipients approved for transportation to Medicaid funded Comprehensive Day Rehab services for which DOH will certify the state share and claim services under the terms of this agreement.

C. Notify DMS of all recipients who are on a waiting list for DOH transportation, and as the waiting list is updated, the updated listing will be forwarded to the DSM NEMT coordinator in disk format.

DMS will use the waiting list to identify those individuals who are eligible to receive NEMT to Comprehensive Day Rehab services through the broker. As individuals are moved from the waiting list to the approved list (item B) DOH will assume the responsibility for transport.

D. DOH program staff will report transportation costs for Medicaid eligible recipients receiving transportation from DOH as provided under the terms of this agreement.

3. Certify to DSS the provisions of the non-federal share for transportation services via completion of DMS Certification of General Revenue for the Department of Social Services Division of Medical Services Title XIX Transportation Program form (Appendix A) and on each invoice for Medicaid Administration of Transportation (Appendix B). DOH will supply DMS with a copy of their methodology for reimbursable DOH contracted transportation vendors for whom they will submit invoices for cost of transport of Medicaid recipients.

4. Provide, as requested by the state Medicaid agency, the information necessary to request Federal funds available under the state's Medicaid match rate. Information will include at least: Recipient name; Medicaid Departmental Client Number (DCN); Date of Service; Name of Medicaid provider to whom recipient was transported; and actual cost of NEMT service and mileage.

A. Submit claims on a quarterly basis via Invoice for Medicaid Administration of Transportation form (Appendix B).

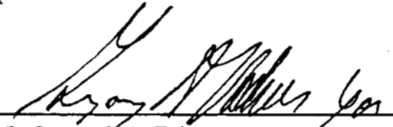
B. DOH will supply DMS with a copy of their methodology for reimbursing DOH contracted transportation vendors for whom they will submit invoices for cost of transport of Medicaid recipients.

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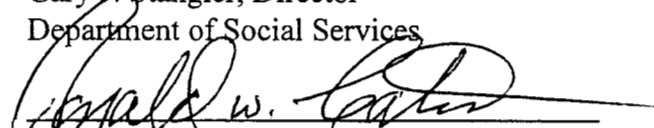
5. Accept responsibility for disallowances and incur the penalties of same resulting from the activities associated with this agreement. Return to DSS any Federal funds which are deferred or ultimately disallowed or both arising from the administrative claims submitted by DSS on behalf of DOH/BSHCN.
6. Meet and consult on a regular basis, at least annually, with DSS on issues arising from this agreement.
7. Conduct all activities recognizing the authority of the state Medicaid agency in the administration of the Medicaid State Plan on issues, policies, rules and regulations on program matters.
8. Maintain all necessary information for a minimum of five (5) years to support the claims and provide HCFA any necessary data for auditing purposes.
9. Maintain confidentiality of client records and eligibility information received from DSS and use that information only in the administration, technical assistance and coordination of activities authorized under this agreement.

#### IV TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall be from January 1, 2000 and remain in effect until canceled by one or both parties. This agreement may be canceled at any time upon agreement by both parties or by either party after giving thirty (30) days prior notice in writing to the other party, provided, however that any financial arrangement(s) pertaining to this agreement shall remain in effect and reimbursement shall be made for the period when the contract is in full force and in effect. This agreement may be modified at any time by the written agreement of both parties.

  
 Gary L. Stangler, Director  
 Department of Social Services

3/30/2000  
 Date

  
 Maureen Dempsey, M.D., Director  
 for Department of Health

03/16/00  
 Date

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**MAY 02 2003**

**MISSOURI DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF MEDICAL SERVICES TITLE XIX TRANSPORTATION  
OPERATING ASSISTANCE AGREEMENT**

**I  
STATEMENT OF PURPOSE**

This Agreement is entered into by the Department of Social Service, Division of Medical Services (DSS/DMS) and City of Excelsior Springs (know hereafter as the Government Entity) for the administration of scheduled transportation services for Missouri Medicaid eligible individuals served by the Government Entity to obtain nonemergent but medically necessary, Missouri Medicaid covered services. DSS/DMS and the Government Entity will:

1. Make every effort to provide the most efficient and cost effective non-emergency medical transportation (NEMT) services available to Medicaid eligible individuals served by the Government Entity.
2. Assure scheduled transportation services for individuals eligible to receive Medicaid on the day services are provided, who have no other transportation resources, to and/or from covered scheduled Missouri Medicaid medical services in the most appropriate, least costly manner.

**II  
RESPECTIVE RESPONSIBILITIES**

DSS/DMS agrees to:

1. Reimburse the Government Entity the Title XIX federal share of actual and reasonable costs established for the provision of medically necessary transportation provided by the Government Entity. Reimbursement is based upon the estimated operating cost of The Government Entity as determined from the Government Entity's estimated annual operating budget (Appendix B). The rate of reimbursement for the eligible administration of medically necessary transportation costs will be the Title XIX federal share (50%). The estimated operating cost will be reviewed in March of each year and the estimated cost per unit may be adjusted in March of each year.
2. Provide the Government Entity access to the information necessary to properly provide and seek reimbursement for administration of medically necessary transportation.
3. Review administrative payments made to the Government Entity to ensure that NEMT services are provided in the most efficient and cost effective manner and that payments do not duplicate other Medicaid NEMT payments.

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4. Provide written instructions, technical assistance, and necessary consultation to staff of the Government Entity regarding the responsibilities assumed within the terms of this agreement.

The Government Entity agrees to:

1. Provide professional, technical and clerical staff to conduct administrative functions necessary for the proper and efficient administration of medically necessary transportation;
2. Maintain the confidentiality of client records and eligibility information received from DSS/DMS and use that information only in the administration, technical assistance and coordination of activities authorized under this agreement. The Government Entity shall not disclose to third parties confidential factual matter provided by DSS/DMS except as may be required by statute, ordinance, or order of the Court, or as authorized by DSS/DMS. The Government Entity shall notify DSS/DMS immediately of any request of such information. The Government Entity shall provide DSS/DMS with copies of all Medicaid Daily Trip forms with each monthly administrative claim.
3. Submit its estimated operating cost annually as part of its Estimated Operating Budget (Appendix B). An estimated cost per unit is determined by dividing the Total Administrative Operating Expense by the estimated total transportation units (mile, trips, etc.). The Government Entity will be allowed a variance of five percent between the estimated cost per unit and the actual cost per unit.
4. Certify to DSS/DMS the provision of the non-federal share for transportation services via completion of DSS/DMS "Certification of General Revenue". The Government Entity will be required to include this in its Application for Funds from DSS/DMS Title XIX Transportation Operating Assistance Program (Appendix A) and on each administrative claim.
5. Submit administrative claims monthly in a format approved by DSS/DMS. Claims submitted to DSS/DMS must include a certification that costs have been incurred in the performance of the contract and a record of actual costs. These claims will be certified by the signature of the authorized agent of the Government Entity.
6. Submit in March of each year a financial status report which includes the actual net operating cost and actual cost per unit for the current fiscal year's activity. The allowed cost per unit may be adjusted if the variance between the estimated cost per unit and the actual cost per unit is greater than five percent.

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*Reinstated*  
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7. Accept responsibility for disallowances and incur the penalties of same resulting from the activities associated with this agreement. Return to DSS/DMS any federal share which is deferred or ultimately disallowed or both arising from the administrative claims submitted to DSS/DMS by the Government Entity.
8. Maintain all necessary documentation for a minimum of five (5) years that supports the administrative claims, actual operating budget and actual cost per unit, and provide the Health Care Financial Administration (HCFA) any necessary data for auditing purposes.
9. Consult with DSS/DMS on issues arising out of this agreement. Conduct all activities recognizing the authority of the single state Medicaid agency in the administration of the Medicaid State Plan on issues, policies, rules and regulations on program matters.
10. Meet with DSS/DMS on a regular basis, at least annually, to exchange information regarding policy and procedure relating to the efficient administration of medically necessary transportation.
11. Allow DSS/DMS and HCFA, or any of their representatives, full access to and the right to examine, during normal business hours and as often as DSS/DMS or HCFA deems necessary, all of the Government Entity's records with respect to all matters covered by this contract. Such representatives shall be permitted to audit under the guidelines of OMB Circular A-128 "Audits of State and Local Governments," or OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions," and examine and make excerpts or transcripts from such records and other matters covered by this contract. Such rights shall last for five years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this contract is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the Government Entity retains ownership or possession of such property.
12. Maintain in amount and form satisfactory to DSS/DMS such insurance as will be adequate to protect the Government Entity in case of accident. If permitted by law, the Government Entity may maintain a self-insurance program in lieu of purchasing insurance coverage. The Government Entity shall verify compliance with this section by submitting a copy of its certificate of insurance, or if self-insured, a copy of its self-insurance plan.
13. Hold harmless and indemnify DSS/DMS, its agents, employees and assigns, from every expense, liability or payment arising out of any negligent act or omission committed in the performance of this contract by the Government Entity, its employees or subcontractors.

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14. Nondiscrimination assurance: With regard to work under this agreement, the Government Entity agrees as follows:
- A. Civil Rights Statutes: The Government Entity shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title Vi and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Government Entity is providing services or operating programs on behalf of DSS/DMS, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.
  - B. Nondiscrimination: The Government Entity shall not discriminate on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention for subcontractors, including procurement of materials and leases of equipment. The Government Entity shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5 including employment practices.
  - C. Solicitations for Subcontracts, Including Procurement of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Government Entity. In all solicitations either by competitive bidding or negotiation made by the Government Entity for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Government Entity of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
  - D. SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The Government Entity shall comply with all the requirements imposed by the U.S. Department of Transportation regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments thereto) set forth in 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal Department or Agencies.

15. The Government Entity agrees to accept and abide by the terms and conditions of 49 CFR Parts 40, 651 and 653 mandating drug and alcohol testing.

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### III TERMS OF THIS AGREEMENT

1. The period of this Operating Assistance Agreement shall begin \_\_\_\_\_.  
This agreement may be terminated upon any of the following conditions:
  - A. If, by any cause, the Government Entity shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Government Entity shall violate any of the covenants, agreements, or stipulations contained herein, DSS/DMS shall have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after written notice is sent to the Government Entity describing such default or violation.
  - B. The DSS/DMS may terminate this Agreement without recourse in the event that, for any reason, federal/state funds are not appropriated, allotted, or available to DSS/DMS for the purpose of meeting DSS/DMS's obligation hereunder. DSS/DMS will provide written notice of such termination to the Government Entity at least five (5) days prior to the effective date of termination.
  - C. The Government Entity may terminate this Agreement without recourse in the event that, for any reason, state/local funds are not appropriated, allotted, or available to the Government Entity for the purpose of meeting the Government Entity's obligation hereunder. The Government Entity will provide written notice of such termination to DSS/DMS at least five (5) days prior to the effective date of termination.
  - D. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.
2. If the Government Entity fails to comply with the nondiscrimination provisions of this Agreement, DSS/DMS shall impose such contract sanctions as it or HCFA may determine to be appropriate, including but not limited to:
  - A. Withholding of payments to transportation agency under the Agreement until the Government Entity complies;
  - B. Cancellation, termination or suspension of the Agreement, in whole or part, or both.

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3. Any change in the Agreement, whether by modification or supplementation or both, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Government Entity and DSS/DMS.
4. None of the project activities described in appendixes A or B shall be subcontracted without the prior written consent of DSS/DMS. All subcontracts shall be subject to the terms and conditions of this Agreement. The Government Entity, however, shall remain responsible for the proper completion of the project notwithstanding the subcontract.
5. The Government Entity shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement whether by assignment or novation, without the prior written consent of DSS/DMS.
6. The Agreement shall be construed according to the laws of the state of Missouri. the Government Entity shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
7. The Government Entity shall not be reimbursed for administration of medically necessary medical transportation services incurred prior to or after the project period. Post audit activities will be conducted by DSS/DMS.
8. Reimbursement received, as a result of this agreement, shall not be used to reduce the amount the Government Entity has allowed for non-emergency medical transportation of Missouri Medicaid eligible individuals or to reduce its existing transportation program.

  
 Gary J. Stangler, Director  
 Department of Social Services

3/27/96  
 Date

  
 Donna Checkett, Director  
 Division of Medical Services

3-19-96  
 Date

  
 Authorized Signer  
 The Government Entity

1-9-96  
 Date

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## Appendix A

**APPLICATION FOR FUNDS FROM  
THE DEPARTMENT OF SOCIAL SERVICES DIVISION OF MEDICAL SERVICES  
TITLE XIX TRANSPORTATION OPERATING ASSISTANCE PROGRAM  
AND CERTIFICATION OF GENERAL REVENUE**

Fiscal Year July 1, \_\_\_\_ through June 30, \_\_\_\_

**SECTION I. General Information**

Name of The Government Entity City of Excelsior Springs  
 Address 201 E. Broadway Contact Person Molly McGovern  
Ex. Spgs., MO 64024 Telephone Number (816) 630-8449

**SECTION II. Program Description**

- A. Area of Service-- Excelsior Springs Hospital service area & KCMO providers  
 B. Days and Hours of Operation-- Monday-Saturday 5 AM-4 PM  
 C. Estimated total trips, miles for fiscal year, cost per mile and Medicaid cost
- |   |               |
|---|---------------|
| 1. Estimated total one-way trips to be provided   | 75,000        |
| 2. Estimated Medicaid medical one-way trips   | 1,700         |
| 3. Estimated total vehicle miles to be operated<br>(for entire transportation program)              | 200,000       |
| 4. Total Administrative & Operating expense<br>(for entire transportation program) (Appendix B, C.) | 360,000       |
| 5. Estimated Cost per Mile (#4/#3) or Estimated Cost per Trip (#4/#3)                               | \$1.80/\$4.80 |
| 6. Estimated Medicaid Miles   | 15,000        |
| 7. Estimated Operating Cost (Medicaid) (#5 * #6)  | 27,000        |
- D. Transportation Sources

Year/Make/Type	Handicapped Equipped		Passenger Capacity	Owned	Leased
	Yes	No			
<u>(Please see attached)</u>					
_____					
_____					

Total Vehicles Leased and Owned 14

If additional space is needed, attach additional sheet.

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